



IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

DAVID FREEDMAN, Guardian Ad )  
Litem FOR )  
J.A.C., a minor, and )  
BRENDA B. COBBLER )

Plaintiffs, )

v. )

UNITED STATES OF AMERICA, )

Defendant. )

Civil Action No.: 1:0CV01030

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF FEDERAL  
TORT CLAIMS ACT CLAIMS

NOW COMES defendant, the United States of America, by and through Anna Mills Wagoner, United States Attorney for the Middle District of North Carolina, and plaintiffs Brenda Cobbler, and David Freedman as Guardian Ad Litem for J.A.C., a minor, by and through their respective attorneys (all hereinafter known as "the parties"), and hereby stipulate and agree to the following:

1. The parties do hereby agree to settle and compromise the above-entitled action upon the terms and conditions set forth herein.

2. The United States of America, defendant, agrees to pay to the plaintiffs the sum of One Hundred Fifty Three Thousand Dollars (\$153,000.00), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily



and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter that gave rise to the above-captioned lawsuit, including any claims for wrongful death, for which plaintiffs or their heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiffs and their guardians, heirs, executors, administrators or assigns hereby agree to accept the sum of One Hundred Fifty Three Thousand Dollars (\$153,000.00), in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned lawsuit, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiffs and their guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees, from any and all such causes of action, claims, liens, rights, or subrogated



or contributions interests incident to or resulting from further litigation or the prosecution of claims by plaintiffs or their guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This Stipulation for Compromise Settlement shall not constitute an admission of liability or fault on the part of the United States, its agents, servants, or employees, and is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the settlement amount of One Hundred Fifty Three Thousand Dollars (\$153,000.00) represents the entire amount of the compromise settlement and that the respective parties will each bear their own costs, fees, and expenses and that any attorneys fees owed by the plaintiffs will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys fees for services rendered in connection with this action shall not exceed twenty-five (25%) percent of the amount of the compromise settlement.

7. Payment of the settlement proceeds will be made by a check



in the amount of One Hundred Fifty Three Thousand Dollars (\$153,000.00) made payable and mailed to the Clerk of Court for the United States District Court for the Middle District of North Carolina. The Clerk of Court shall make such disbursements from the settlement amount as ordered by the Court. The balance of the settlement amount shall be paid to David Freedman as the Guardian Ad Litem for J.A.C., the minor; and/or to Lewis & Daggett, Attorneys, for expenses of the minor as ordered by the Court; and/or, the balance of the proceeds of the judgment, if any, shall be paid to the legal guardian of the minor.

8. The persons signing this Stipulation for Compromise Settlement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement.

9. The parties do hereby acknowledge that the defendant, its undersigned attorney, and no representative of the defendant have made any representations, orally or in writing, as to the tax consequences of this Stipulation for Compromise Settlement.

10. In consideration of the payment of One Hundred Fifty Three Thousand Dollars (\$153,000.00) as set forth above, the plaintiffs agree that they will cause their attorney to execute and file with the Court such documents as shall be necessary to cause the above-styled action to be dismissed with prejudice from the docket of the Court.



11. By their signatures affixed thereto, the parties acknowledge that they have voluntarily executed this Stipulation for Compromise Agreement, that the terms accurately reflect their agreements and stipulations herein.

Executed this the 21<sup>st</sup> day of March, 2006.

Brenda B. Cobbler  
Brenda B. Cobbler, Mother

Dated: 3/21/06

Gary Cobbler  
Gary Cobbler, Father

Dated: 3/21/06

David D. Daggett  
David D. Daggett  
NCSB# 13181  
P. O. Box 24755  
Winston-Salem, NC 27114  
336-765-7777  
Attorney for the Plaintiffs

Dated: 4-4-06

David Freedman  
David Freedman, Guardian Ad Litem  
for J.A.C., The Minor in this Action  
301 North Main Street  
Winston-Salem, NC 27101  
336-725-1304

Dated: 3/28/06

ANNA MILLS WAGONER  
United States Attorney

Cheryl T. Sloan  
Cheryl T. Sloan  
NCSB #12557  
Assistant United States Attorney  
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336-333-5351  
Attorney for the Defendant

Dated: 4-11-06